

Loudoun County, Virginia

INVITATION FOR BID

CARPET CLEANING

ACCEPTANCE DATE:

Prior to 4:00 p.m., January 10, 2008 "Local Verizon time"

IFB NUMBER:

QQ-01376

ACCEPTANCE

PLACE

Department of Management and Financial Services

Division of Procurement

1 Harrison Street, SE, 4th Floor, MSC#41C

Leesburg, Virginia 20175

A Pre-Bid Conference will be held on December 26, 2007 at 9:30 AM in the Management & Financial Services Conference Room, 1 Harrison Street, SE, 4th Floor, Leesburg, Virginia 20175 for clarification of any questions on the specifications.

Requests for information related to this Invitation should be directed to:

Philip Butterfass Contracting Officer (703) 737-8493 (703) 771-5097 (Fax)

E-mail address: philip.butterfass@loudoun.gov

This document can be downloaded from our web site: www.loudoun.gov/procurement

Issue Date: December 12, 2007

IF YOU NEED ANY REASONABLE ACCOMMODATION FOR ANY TYPE OF DISABILITY IN ORDER TO PARTICIPATE IN THIS PROCUREMENT, PLEASE CONTACT THIS DIVISION AS SOON AS POSSIBLE

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CARPET CLEANING

SEC	TION/TITLE	<u>PAGE</u>
1.0	PURPOSE	2
2.0	COMPETITION INTENDED	2
3.0	DISCREPANCIES	2
4.0	BIDDER'S MINIMUM QUALIFICATIONS	2
5.0	SCOPE OF SERVICES	3
6.0	CONTRACT TERMS AND CONDITIONS	7
7.0	INSTRUCTIONS TO BIDDERS	18
8.0	BID FORMS	23
		5. S
Prepa	ared By: Philip Butterfass Contracting Officer	Date: December 12, 2007

CARPET CLEANING

1.0 PURPOSE

The intent of this Invitation for Bid is to obtain the services of a qualified contractor experienced in professional carpet cleaning. The firm engaged shall be charged with the responsibility of providing carpet cleaning services at the County facilities contained in Attachment I on an as-needed basis. Figures contained in Attachment I are the approximate square footage figures of carpeted space at each corresponding location. These estimates are for information purposes only. The carpeted locations may or may not have furnishings covering the carpeted areas that will require moving to clean the covered carpeted area.

2.0 COMPETITION INTENDED

It is the County's intent that this Invitation for Bid (IFB) permit competition. It shall be the bidder's responsibility to advise the Purchasing Agent in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this IFB to a single source. Such notification must be received by the Purchasing Agent or appointed designee not later than fifteen (15) days prior to the date set for bids to close.

3.0 DISCREPANCIES

Should a bidder find discrepancies in the plans and/or specifications or be in doubt as to the meaning or intent of any part thereof, the bidder shall request clarification from the County in writing, not later than ten (10) working days prior to the bid opening. Any changes to the IFB that result from such a clarification request, will be communicated through a written addendum and posted on the Procurement home page at www.loudoun.gov/procurement. Failure to request such a clarification is a waiver of any claim by the bidder for additional expenses because its interpretation was different than the County's.

4.0 BIDDER'S MINIMUM QUALIFICATIONS

Only those bidders who provide documentation in their bid that they satisfy the following criteria will be considered for further evaluation. Failure to include any of the required documentation may be cause for bid to be deemed non-responsive and rejected.

A. Bidders must demonstrate they have been in business providing similar services for at least the last three (3) years. Bidders shall show proof of a positive balance sheet and profitable business operations for two (2) of the last three (3) years.

B. Bidders shall provide, at a minimum, three (3) comparable references of current work being performed, and preferably other public sector facilities. These references must be for work done for comparable facilities of 8,000 sq. ft., or greater with similar cleaning requirements.

5.0 SCOPE OF SERVICES

Contractor shall be able to demonstrate the ability to meet and exceed all requirements set forth herein:

5.1 General Requirements

- A. Contractor shall thoroughly clean all carpets with either a dry chemical process or a truck-mounted or portable hot water extraction cleaning machinery only. The County prefers the dry-chemical process. If the water process is used, care must be taken to make sure that no excess water is left in carpet.
- B. Spot cleaning shall be provided where necessary.
- C. Contractor shall guarantee against "bleeding" or reappearance of spots or stains for at least a sixty (60) day period.
- D. All non-permanent furnishings shall be moved and replaced as required to clean carpet under furnishings. (This does not include file cabinets, bookcases or dividers.)
- E. Care shall be exercised to prevent stain due to transfer of rust or varnish from furniture once it is relocated.
- F. All areas that cannot be cleaned by machine such as edges and corners shall be cleaned by hand.
- G. Contractor shall not leave streaking, excess residue or cause discoloring to the carpeting as a result of the cleaning.
- H. It is the responsibility of the Contractor to ensure that its cleaning method is suitable for cleaning Milliken, Innerface and other brands of carpeting and will not cause damage or "carpet curling" problems. By signing and submitting a bid, the Contractor certifies its ability to clean carpeted raised floor areas and not cause damage to the carpet or components located underneath the raised floor.
- I. Contractor shall be able to clean 25,000 sq. ft. per night.
- J. Most cleaning shall be done between 6:00 p.m. and 2:00 a.m., Monday through Friday. At all times, cleaning shall be done at the convenience of the occupants.

- K. All cleaning supplies and equipment shall be provided by the Contractor.
- No smoking shall be permitted in County buildings.
- M. Work area shall be left in clean condition or as clean as before work started.
- N. Only authorized employees or subcontractors shall be allowed in building(s).
- O. It shall be the Contractor's responsibility to clean all carpet at each location. The estimated square footage (see Attachment #1) is for informational purposes only. It is the Contractor's responsibility to determine actual square footage of area to be cleaned and level of difficulty. Failure to do so will not relieve the successful bidder of his obligation to carry out the scope of the resulting contract. **NOTE**: The Contractor must be able to respond on an as-needed basis. Emergency responses must be fulfilled with four (4) hours of call. Non-emergency requests must be fulfilled within seven (7) calendar days or at the discretion of the contract administrator for scheduling purposes.

5.2 Protection and Security of Buildings and Property

- A. The Contractor shall assume full responsibility for any and all damages to property and equipment and for injury to persons which might result from any service performed under the resulting contract.
- B. The Contractor shall comply with all fire protection measures as outlined in County Ordinances.
- C. The Contractor shall close and lock all windows and doors upon completion of work.
- D. The Contractor shall prohibit its employees from disturbing papers on desks, opening drawers or cabinets or using telephones or office equipment.
- E. Access to all the locations will be arranged by the County representative as required.
- F. The County reserves the right to require immediate removal of any employee from County service it deems unfit for service for any reason not contrary to law. This right is nonnegotiable and the Contractor agrees to this condition by accepting this Contract. The Contractor should have enough qualified employees so as to be able to provide a

replacement within twenty-four (24) hours. Posts remaining vacant beyond these time limits may be cause for termination of the Contract.

5.3 <u>Defective Work</u>

Contractor will be notified verbally of deficiencies observed in performance of work. These deficiencies shall be immediately corrected and the County's representative shall be notified when corrections have been completed.

5.4 Additions/Deletions

This Contract covers locations currently owned and leased by the County. The County reserves the right to add or delete locations during the Contract

5.5 Employee Identification and Building Access:

- A. All employees shall wear uniforms that bear the company name/logo. Uniforms shall be approved by the County Contract Administrator and shall not be exceptionally dirty, stained, or torn.
- B. Identification badges shall be furnished by the Contractor and worn by all Contractor's employees while on County premises. The badge shall have the employee's picture, name, signature, and Contractor's name visibly displayed.
- C. Access to the facilities shall be as directed by the County Contract Administrator or his/her representative. Contractor's employees may not leave the premises during working hours except in cases of emergency and on approval of the Contract Administrator or his/her authorized representative. Should employees require an off-site dinner break, the time of this break must be submitted in advance to the Contract Administrator. Contractor will be supplied with a list containing point of contacts and corresponding phone numbers to contact in case of an emergency. Access to designated restricted areas is forbidden to Contractor's employees. Restricted areas will be designated by the authorized County representative. All doors shall remain locked and no doors shall be propped open at any time.
- D. Personnel: **AT NO TIME** shall Contractor allow anyone into the building other than bona fide employees of the Contractor. **AT NO TIME** shall Contractor allow family members, friends, etc., on the grounds or parking lots of the building during working hours, 6:00 p.m. to 2:00 a.m. other than to drop off or pick-up an employee.

5.6 OSHA Guideline Compliance:

A. MATERIAL SAFETY DATA SHEETS - The successful bidder shall furnish to the Contract Administrator copies of Material Safety Data Sheets (MSDS) for all products used prior to beginning service in the facility and must update copies of the MSDS on an annual basis. In addition, each time a new chemical or cleaning product is introduced into the facility, a copy of that product's MSDS must be provided to the Contract Administrator, prior to the product being used in any facility.

The Material Safety Data Sheets must be in compliance with OSHA Regulation 1910.1200, paragraph g.

- B. LABELING OF HAZARDOUS MATERIALS Contractor shall comply with OSHA Regulation 1919.1200, paragraph f, concerning the labeling of all chemical containers.
- C. CAUTION SIGNS Contractor shall use caution signs as required by OSHA Regulation 1910.144 and 1910.145 at no cost to the County. Caution signs shall be on-site on commencement of Contract.
- D. OSHA GUIDELINES OF BLOOD PATHOGENS Contractor shall comply with the OSHA Standard 29CFR1910.1030 Blood Borne Pathogens as it pertains to the training, safety and equipment needed for all employees engaged in custodial service. Contractor shall be responsible for compliance on date of Contract acceptance and shall provide proof to the Contract Administrator.

Due to the nature of custodial work, proof of compliance with OSHA regulation 1920.1200, Hazard Communication, shall be provided to the Contract Administrator upon commencement of this Contract.

Failure of the Contractor or their employees to comply with all applicable laws, regulations and rules shall permit the County to immediately terminate this Contract without liability.

5.7 <u>Labeling of Supplies/Chemicals:</u>

The Contractor shall purchase and issue all chemicals in their original containers. Materials that require precautionary warnings shall have affixed to all containers such labels or markings as are prescribed by law, regulatory agencies or this Contract. Markings or labeling of materials containing hazardous or toxic substances or wastes shall be in accordance with all Federal, State and County laws, ordinances, rules and regulations.

5.8 Slip Resistance:

The Contractor shall verify that all floor finishes, seals, spray buff solutions and other such chemicals applied to non-carpeted floors provide adequate protection against slippery floors. Any observed instances of slippery or slick floors shall be corrected immediately upon discovery.

5.9 Germicidal Properties:

The Contractor shall use only germicidal disinfectants that bear an Environmental Protection Agency (EPA) Registration Number.

5.10 Supervisor(s):

The Contractor shall provide the necessary supervision with personnel who ARE NOT a part of the regular, on-site cleaning staff. The supervisors shall be literate and fluent in the English language, due to the necessity to read chemical labels, job instructions and signs, as well as the need for conversing with County personnel. Contractor's supervisors shall also be capable of communicating fully with all Contractor's employees in the event they do not speak English. The County's authorized representative will be the sole judge of the communication level. The Contractor shall provide documentation that the supervisor has the necessary skills, and is paid at a higher rate than the custodians. The County requires that the supervisor be on-site during the shift. In the event of sickness or any absence of the regular supervisor, the Contractor shall provide a substitute of equal or greater skills. The Contractor shall be required to provide the name and position within the company of the supervisor to the County. The Contractor shall provide a telephone answering service for the use of the supervisor for work-related messages. The supervisors shall have a cell phone in good working order provided at the This cell phone number shall be provided to the Contractor's expense. County's designee.

6.0 CONTRACT TERMS AND CONDITIONS

The Contract with the successful bidder will contain the following Contract Terms and Conditions:

6.1 Procedures

The extent and character of the services to be performed by the Contractor shall be subject to the general control and approval of the Director of General Services or his/her authorized representative(s). The Contractor shall not comply with requests and/or orders issued by other than the Director of General Services or his/her authorized representative(s) acting within their authority for the County. Any change to the Contract must be approved in writing by the Purchasing Agent and the Contractor.

6.2 Contract Period

The Contract shall cover the period from January 1, 2008 through December 31, 2008, or an equivalent period depending upon date of Contract award.

This Contract may be renewed at the expiration of the initial term at the request of the County. The renewal may be for up to three (3) additional one (1) year periods. Any renewal shall be based on the same terms and conditions as the initial term with the exception of the price or rates. Initial prices or rates and subsequent renewal prices or rates are guaranteed for a minimum of twelve (12) months. Any increase in prices or rates after the initial term or any renewal term shall be limited to the prior year's increase in the Consumer Price Index for Urban Wage Earners for all items less food and energy (CPI-W) (unadjusted for seasonal changes) for the current twelve (12) month period.

Notice of intent to renew will be given to the Contractor in writing by the County, normally ninety (90) days before the expiration date of the current Contract.

6.3 Contract Quantities

The quantities specified in this Contract are estimated only. They may not indicate the actual quantity which will be ordered, since such volume will depend upon requirements which develop during the Contract period.

Quantities shown shall not be construed to represent any amount which the County shall be obligated to purchase under the Contract, or relieve the Contractor of its obligation to fill all orders placed by the County.

6.4 Delays

If delay is foreseen, the Contractor shall give immediate written notice to the Division of Procurement. The Contractor must keep the County advised at all times of the status of the services. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorizes the Division of Procurement to purchase services elsewhere and charge full increase in cost and handling to defaulting Contractor.

6.5 Material Safety Data Sheets

By law, the County of Loudoun will not receive any materials, products, or chemicals which may be hazardous to an employee's health unless accompanied by a Material Safety Data Sheet (MSDS) when received. This MSDS will be reviewed by the County, and if approved, the materials, product or chemical can be used. If the MSDS is rejected, the Contractor must identify a substitute that will meet the County's criteria for approval.

6.6 Business, Professional, and Occupational License Requirement

All firms or individuals located or doing business in Loudoun County are required to be licensed in accordance with the County's "Business, Professional, and Occupational Licensing (BPOL) Tax" Ordinance during the initial term of the Contract or any renewal period.

Wholesale and retail merchants <u>without</u> a business location in Loudoun County are exempt from this requirement. Questions concerning the BPOL Tax should be directed to the Office of Commissioner of Revenue, telephone (703) 777-0260.

6.7 Payment of Taxes

All Contractors located or owning property in Loudoun County during the initial term of the Contract or any renewal period shall assure that all real and personal property taxes are paid.

The County will verify payment of all real and personal property taxes by the Contractor prior to the award of any Contract or Contract renewal.

6.8 Insurance

The Contractor shall procure, maintain, and provide proof of, insurance coverage for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the County by the Contractor, his agents, representatives, employees or subcontractors at their own expense. Proof of coverage as contained herein shall be submitted prior to entering into the Contract and such coverage shall be maintained by the Contractor for the duration of the Contract period for occurrence policies. Claims made policies must be in force or that coverage purchased for three (3) years after Contract completion date.

A. General Liability

Coverage shall be as broad as: Comprehensive General Liability endorsed to include Broad Form, Commercial General Liability Form including Products/Completed Operations.

Minimum Limits

General Liability:

\$1,000,000	General Aggregate Limit
\$1,000,000	Products & Completed Operations
\$1,000,000	Personal and Advertising Injury
\$1,000,000	Each Occurrence Limit
\$50,000	Fire Damage Limit
\$5.000	Medical Expense Limit

B. Automobile Liability

Coverage sufficient to cover all vehicles owned, used, or hired by the Contractor, his agents, representatives, employees or subcontractors.

Minimum Limits

Automobile Liability:

\$1,000,000	Combined Single Limit
\$1,000,000	Each Occurrence Limit
\$5,000	Medical Expense Limit

C. Workers' Compensation

Limits as required by the Workers' Compensation Act of Virginia. Employers Liability, \$1,000,000.

D. Owners' & Contractor' Protective Liability

Policy will be in the name of the County. Minimum limits required are \$1,000,000

E. Coverage Provisions

- The Contractor shall furnish to the County certificates of insurance including all policy exclusions and endorsements affecting coverage. The certificates are to be signed by a person authorized by the insurance company(s) to bind coverage on its behalf. If executed by a broker, a notarized copy of authorization to bind or certify coverage must be attached. The certificates shall indicate the Contract name and number.
- 2. All deductibles or self-insured retention shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, either the insurer shall reduce or eliminate such deductible or self-insured retention or the Contractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.
- 3. The County of Loudoun, its officers/officials, employees, agents and volunteers shall be added as "additional insured" as their interests may appear. This provision that the County be added as an additional insured does not apply to Professional Liability or Workers' Compensation/Employers' Liability.
- 4. The Contractor's insurance shall be primary over any applicable insurance or self-insurance maintained by the County.
- 5. The Contractor shall provide immediate written notice to the County before any cancellation, suspension, or void of coverage in whole or part, or subsequent to any cancellation, suspension, or void of coverage in whole or part if not so notified prior to an action taken by the insurer resulting in the immediate cancellation, suspension, or void in whole or part.
- 6. All coverage for subcontractors of the Contractor shall be subject to all of the requirements stated herein.
- 7. Failure to comply with any reporting provisions of the policy(s) shall not affect coverage provided the County, its officers/officials, agents, employees and volunteers.
- 8. The insurer shall agree to waive all rights of subrogation against the County, its officers/officials, agents, employees or volunteers for any act, omission or

- condition of premises for which the parties may be held liable by reason of negligence.
- 9. All insurance shall be placed with insurers maintaining an A.M. Best rating of no less than an A:VII. If A.M. Best rating is less than A:VII, approval must be received from County's Risk Officer.
- 10. All coverage designated herein shall be as broad as the Insurance Services Office (ISO) forms filed for use with the Commonwealth of Virginia.

6.9 Hold Harmless Clause

The Contractor shall, indemnify, defend, and hold harmless the County from loss from all suits, actions, or claims of any kind brought as a consequence of any negligent act or omission by the Contractor. The Contractor agrees that this clause shall include claims involving infringement of patent or copyright. For purposes of this paragraph, "County" and "Contractor" includes their employees, officials, agents, and representatives. "Contractor" also includes subcontractors and suppliers to the Contractor. The word "defend" means to provide legal counsel for the County or to reimburse the County for its attorneys fees and costs related to the claim. This section shall survive the Contract.

6.10 Safety

All Contractors and subcontractors performing services for the County of Loudoun are required to and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all Contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this Contract.

6.11 Permits

It shall be the responsibility of the Contractor to comply with County ordinances by securing any necessary permits. The County shall waive any fees involved in securing County permits.

6.12 Notice of Required Disability Legislation Compliance

Loudoun County government is required to comply with state and federal disability legislation: The Rehabilitation Act of 1993 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and The Virginians with Disabilities Act of 1990.

Specifically, Loudoun County, may not, through its contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the Americans with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities on the basis of disability. Subtitle A protects qualified individuals with disability from discrimination on the basis of disability in the services, programs, or activities of all state and local governments. It

extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of state and local governments, including those that do not receive federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section 504.

6.13 Ethics in Public Contracting

The provisions contained in Sections 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all Contracts solicited or entered into by the County. A copy of these provisions may be obtained from the Purchasing Agent upon request.

The above-stated provisions supplement, but do not supersede, other provisions of law including, but not limited to, the Virginia State and Local Government Conflict of Interests Act (§ 2.2-3100 et seq.), the Virginia Governmental Frauds Act (§ 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia State and Local Government Conflict of Interests Act.

6.14 Employment Discrimination by Contractors Prohibited

Every Contract of over \$10,000 shall include the following provisions:

- A. During the performance of this contract, the Contractor agrees as follows:
 - 1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - 2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an equal opportunity employer.
 - 3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.
- B. The Contractor will include the provisions of the foregoing paragraphs, 1, 2, and 3 in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

6.15 <u>Drug-free Workplace</u>

Every Contract over \$10,000 shall include the following provisions:

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific Contract awarded to a Contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

6.16 Faith-Based Organizations

Loudoun County does not discriminate against faith-based organizations.

6.17 Immigration Reform and Control Act of 1986

By entering this Contract, the Contractor certifies that it does not and will not during the performance of this Contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

6.18 Substitutions

NO substitutions or cancellations are permitted after Contract award without written approval by the Division of Procurement. Where specific employees are proposed by the Contractor for the work, those employees shall perform the work as long as those employees work for the Contractor, either as employees or subcontractors, unless the County agrees to a substitution. Requests for substitutions shall be reviewed and may be approved by the County at its sole discretion.

6.19 Workmanship and Inspection

All work under this Contract shall be performed in a skillful and workmanlike manner. The Contractor and its employees shall be professional and courteous at all times. The County may, in writing, require the Contractor to remove any employee from work for reasonable cause, as determined by the County. Further, the County may, from time to time, make inspections of the work performed under the Contract. Any inspection by the County does not

relieve the Contractor of any responsibility in meeting the Contract requirements.

6.20 Cleaning Up

The Contractor shall at all times keep the adjacent areas of the property free from rubbish and the accumulation of any waste materials. Contractor shall be responsible for the removal of all trash at the end of each day, or more frequently as may be required by the Contract Administrator.

6.21 Exemption from Taxes

The Contractor shall not charge the County for Virginia State Sales or Use Taxes or Federal Excise Tax on the finished goods or product provided under the Contract. The County is exempt from Virginia State Sales or Use Taxes and Federal Excise Tax. The Contractor shall be responsible for the payment of any sales, use, or excise tax it incurs in providing the goods required by the Contract, including but not limited to taxes on materials purchased by a Contractor for incorporation in or use on a construction project.

6.22 Invoicing and Payment

Upon delivery and acceptance of work, the Contractor shall submit a proper invoice detailing the appropriate work, in duplicate such invoice to include a detailed breakdown of all charges and shall be based on completion of tasks or deliverables for the period of time being billed

Invoices shall be submitted to:

County of Loudoun, Virginia
Department of General Services
803 Sycolin Road, Suite 100
Leesburg, VA 20175

Attn: Kathleen Richmond

All such invoices will be paid within forty-five (45) days by the County unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Contractor shall provide complete cooperation during any such investigation.

Individual Contractors shall provide their social security numbers, and proprietorships, partnerships, and corporations shall provide their federal employer identification number on the pricing form.

6.23 Payments to Subcontractors

Within seven (7) days after receipt of amounts paid by the County for work performed by a subcontractor under this Contract, the Contractor shall either:

- A. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or
- B. Notify the County and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment and the reason for non-payment.

The Contractor shall pay interest to the subcontractor on all amounts owed that remain unpaid beyond the seven (7) day period except for amounts withheld as allowed in item B. above.

Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements as set forth above with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this provision may not be construed to be an obligation of the County.

6.24 Assignment of Contract

The Contract may not be assigned in whole or in part without the written consent of the Purchasing Agent.

6.25 <u>Termination</u>

Subject to the provisions below, this Contract may be terminated by the County upon thirty (30) days advance written notice to the Contractor; but if any work or service hereunder is in progress, but not completed as of the date of termination, then the Contract may be extended upon written approval of the County until said work or services are completed and accepted.

A. Termination for Convenience

The County may terminate this Contract for convenience at any time in which the case the parties shall negotiate reasonable termination costs.

B. Termination for Cause

In the event of Termination for Cause, the thirty (30) days advance notice is waived and the Contractor shall not be entitled to termination costs.

C. <u>Termination Due to Unavailability of Funds in Succeeding Fiscal Years</u>

If funds are not appropriated or otherwise made available to support continuation of the performance of this Contract in a subsequent fiscal year, then the Contract shall be canceled and, to the extent permitted by law, the Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the Contract.

6.26 Contractual Disputes

The Contractor shall give written notice to the Purchasing Agent of intent to file a claim for money or other relief within ten (10) calendar days of the occurrence giving rise to the claim or at the beginning of the work upon which the claim is to be based, whichever is earlier.

The claim, with supporting documentation, shall be submitted to the Purchasing Agent by US Mail, courier, or overnight delivery service, no later than sixty (60) days after final payment. The Contractor shall submit its invoice for final payment within thirty (30) days after completion or delivery of the services. If the claim is not disposed of by agreement, the Purchasing Agent shall reduce his/her decision to writing and mail or otherwise forward a copy thereof to the Contractor within thirty (30) days of the County's receipt of the claim.

The Purchasing Agent's decision shall be final unless the Contractor appeals within thirty (30) days by submitting a written letter of appeal to the County Administrator, or his designee. The County Administrator shall render a decision within sixty (60) days of receipt of the appeal.

6.27 <u>Severability</u>

In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

6.28 Applicable Laws/Forum

This Contract shall be governed in all respects by the laws of the Commonwealth of Virginia. Any judicial action shall be filed in the Commonwealth of Virginia, County of Loudoun.

6.29 Notices

All notices and other communications hereunder shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an over night or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

TO CONTRACTOR:

TO COUNTY:

Philip Butterfass
Loudoun County Government
1 Harrison Street, SE MSC41C
Leesburg, VA 20175

6.30 Licensure

To the extent required by the Commonwealth of Virginia or the County of Loudoun, the Contract shall be duly licensed to sell the goods or perform the services required to be delivered pursuant to this Contract.

6.31 Registering of Corporation

The Contractor shall remain registered with the Virginia State Corporation Commission, if applicable, during the term of the Contract or any renewal.

6.32 Criminal Background Checks

The Contractor shall obtain criminal background checks on all personnel who will be assigned to County buildings working in any capacity including supervision. The background check MUST be completed and received by the County Contract Administrator before any personnel can work on County It is recommended that the Contractor keep on file with the Contract Administrator a list of persons who may work at County properties so that replacements can be made quickly. Should the Contractor assign someone who has not had a background check, that person will be immediately ordered off of County property and the contractor may not bill the County for any hours worked. The Contractor MUST remove any employee from County service who is convicted of a felony during his employment. After initial background checks have been made, they must be done annually for any person working at County sites after one (1) year. Failure to obtain background checks as specified can result in termination of **NOTE**: the Contractor will have all employees working at the Contract. County sites, wear a uniform and have photo identification (frontal face). This identification must be prominently displayed at all times. No one with a felony conviction may be employed under this Contract.

6.33 Confidentiality

The Contractor acknowledges and understands that its employees may have access to proprietary, business information, or other confidential information belonging to the County of Loudoun. Therefore, except as required by law, the Contractor agrees that its employees will not:

- A. Access or attempt to access data that is unrelated to their job duties or authorizations as related to this Contract.
- B. Access or attempt to access information beyond their stated authorization.
- C. Disclose to any other person, or allow any other person access to, any information related to the County or any of its facilities or any other user of this Contract that is proprietary or confidential. Disclosure of information includes, but is not limited to, verbal discussions, FAX transmissions, electronic mail messages, voice mail communication, written documentation, "loaning" computer access codes and/or another transmission or sharing of data.

The Contractor understands that the County, or others may suffer irreparable harm by disclosure of proprietary or confidential information and that the County may seek legal remedies available to it should such disclosure occur. Further, the Contractor understands that violations of this provision may result in Contract termination.

The Contractor understands that information and data obtained during the performance of this agreement shall be considered confidential, during and following the term of this Contract, and will not be divulged without the Purchasing Agent's written consent and then only in strict accordance with prevailing laws. The Contractor shall hold all information provided by the County as proprietary and confidential, and shall make no unauthorized reproduction or distribution of such material.

7.0 INSTRUCTIONS TO BIDDERS

7.1 Submission of Bids

Before submitting a bid, read the ENTIRE solicitation including the Contract Terms and Conditions. Failure to read any part of this solicitation will not relieve a bidder of its contractual obligations. Pricing must be submitted on Invitation for Bid pricing form only. Include other information as requested or required. The face of the container shall indicate the IFB number, time and date of opening, and the title of the IFB. Bids must be received by the Division of Procurement BEFORE the hour specified on the opening date. Bids may be either mailed or hand delivered to 1 Harrison Street, S.E., 4th Floor, MSC #41C, Leesburg, Virginia 20175. Faxed and e-mailed proposals will not be accepted.

7.2 Questions and Inquiries

Questions and inquiries, both verbal and written, will be accepted from any and all bidders. The Division of Procurement is the sole point of contact for this solicitation unless otherwise instructed herein. Unauthorized contact with other Loudoun County staff regarding the IFB may result in the disqualification of the bidder. Inquiries pertaining to the Invitation for Bid must give the IFB number, title, and acceptance date. Material questions will be answered in writing with an Addendum provided however, that all questions are received at least ten (10) days in advance of the proposal acceptance date. It is the responsibility of all bidders to ensure that they have received all addendums. Addendums can be downloaded from www.loudoun.gov/procurement.

7.3 Inspection of Site

It is strongly recommended that all bidders make an on-site inspection of the location where the work will be performed to become completely familiar with the existing conditions. Failure to comply with this requirement will not relieve the successful bidder of its obligation to carry out the scope of the resulting

contract. Inspections may be arranged by contacting <u>Kathleen Richmond at</u> 703-737-8645.

7.4 Firm Pricing for County Acceptance

Bid price must be firm for County acceptance for a minimum of ninety (90) days from bid opening date. "Discount from list" bids <u>are not</u> acceptable unless requested.

7.5 <u>Unit Price</u>

Bid unit price on quantity specified, extend and show total. In case of errors in extension, unit prices shall govern.

7.6 <u>Proprietary Information</u>

Trade secrets or proprietary information submitted by a bidder in connection with this solicitation shall not be subject to disclosure under the Virginia Freedom of Information Act; however, pursuant to Section 2.2-4342 of the Code of Virginia, the bidder must invoke the protections of this section prior to or upon submission of the data or other materials, and must clearly identify the data or other materials to be protected and state the reasons why protection is necessary. Failure to abide by this procedure may result in disclosure of the bidder's information. Bidders shall not mark sections of their bid as proprietary if they are to be part of the award of the contract and are of a "Material" nature.

7.7 Authority to Bind Firm in Contract

Bids MUST give full firm name and address of bidder. Failure to manually sign bid may disqualify it. Person signing bid will show TITLE or AUTHORITY TO BIND THE FIRM IN A CONTRACT. Firm name and authorized signature must appear on bid in the space provided on the pricing page. Those authorized to sign are as follows:

If a sole proprietorship, the owner may sign.

If a general partnership, any general partner may sign.

If a limited partnership, a general partner must sign.

If a limited liability company, a "member" may sign or a "manager" must sign if so specified by the articles or organization.

If a regular corporation, the CEO, President or Vice-President must sign. Others may be granted authority to sign but the County requires that a corporate document authorizing him/her to sign be submitted with proposal.

7.8 <u>Correction or Withdrawal of Bids and Cancellation of Awards Under Competitive Sealed Bidding</u>

Correction or withdrawal of inadvertently erroneous bids before or after award, or cancellation of awards or contracts based on such bid mistakes, may be permitted at the County's discretion. After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the County or fair competition shall be permitted. Except as otherwise provided by regulation, all decisions to permit the correction or withdrawal of bids, or to cancel awards or contracts based on bid mistakes, shall be supported by a written determination made by the Purchasing Agent. No bid may be withdrawn when the result

would be to award the contract on another bid of the same bidder or of another bidder in which the ownership of the withdrawing bidder is more than five percent (5%). If a bid is withdrawn, the lowest responsive and responsible remaining bid shall be deemed to be the low bid. If the Purchasing Agent, the Using Agency, or a designee of such, denies the withdrawal of a bid, he shall notify the bidder in writing stating the reasons for his decision.

7.9 Subcontractors

All bidders shall include a list of all subcontractors with their bid. The County reserves the right to reject the successful bidder's selection of subcontractors for good cause. If a subcontractor is rejected, the bidder may replace that subcontractor with another subcontractor subject to the approval of the County. Any such replacement shall be at no additional expense to the County nor shall it result in an extension of time without the County's approval.

7.10 References

All bidders shall include, with their bids, a list of at least three (3) current references for whom <u>comparable</u> work has been performed. This list shall include company name, person to contact, address, telephone number, fax number, e-mail address, and the nature of the work performed. Failure to include references may be cause for rejection of bid as non-responsive. Bidder hereby releases listed references from all claims and liability for damages that may result from the information provided by the reference.

7.11 Contract Quantities

The quantities specified in this Invitation for Bid are estimated only, and are given for the information of bidders and for the purpose of bid evaluation. They do not indicate the actual quantity which will be ordered, since such volume will depend upon requirements which develop during the contract period.

Quantities shown shall not be construed to represent any amount which the County shall be obligated to purchase under the contract, or relieve the Contractor of his obligation to fill all orders placed by the County.

NO BID WILL BE CONSIDERED WHICH STIPULATES THAT LOUDOUN COUNTY SHALL GUARANTEE TO ORDER A SPECIFIC QUANTITY OF ANY ITEM.

7.12 <u>Delivery</u>

Time is of the essence. Bid must show number of calendar days required to complete the services under normal conditions. A five (5) day difference in delivery promise may break a tie bid. Unrealistically short or long delivery promised may cause bid to be disregarded as nonresponsive.

7.13 <u>Incidental and Consequential Damages</u>

No bidder may require contractual language limiting or eliminating liability for incidental and consequential damages.

7.14 Late Bids

LATE bids shall be returned to bidder UNOPENED, if IFB number, opening date and bidder's return address is shown on the container.

7.15 Rights of County

The County reserves the right to reject all or any part of any bid, waive informalities, and award the contract to the lowest responsive and responsible bidder to best serve the interest of the County.

7.16 Prohibition as Subcontractors Under Competitive Sealed Bidding

No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.

7.17 <u>Vendor Preference in Tie Bids</u>

The Division of Procurement and all other departments of the County making purchases of goods, services or construction shall give preference to goods, services or construction sold by County and state vendors, in that order, in all cases of tie bids, quality and service being equal.

7.18 Anti-Trust Violations

Tie bids may cause rejection of bids by the Division of Procurement and/or prompt an investigation for Anti-Trust violations.

7.19 Basis for Award

Contract award will be made to the lowest responsive and responsible bidder based on total cost.

Whenever the lowest responsive and responsible bidder is a resident of a state other than Virginia and such state under its laws allows a resident contractor of that state a percentage preference, a like preference shall be allowed to the lowest responsive and responsible bidder who is a resident of Virginia and is the next lowest bidder. If the lowest bidder is a resident contractor of a state with an absolute preference, the bid preference shall not be considered.

7.20 Negotiation with the Lowest Responsible Bidder

Unless all bids are cancelled or rejected, the County reserves the right granted by § 2.2-4318 of the Code of Virginia to negotiate with the lowest responsive, responsible bidder to obtain a contract price within the funds available whenever such low bid exceeds the available funds. Negotiations with the low bidder may include both modifications of the bid price and the specifications/scope of work to be performed.

7.21 Notice of Award

A Notice of Award will be posted on the County's web site (www.loudoun.gov/purchasing) and on the bulletin board located in the

Division of Procurement, 4th floor, 1 Harrison St, SE, Leesburg, Virginia 20175.

7.22 Protest

Bidders may refer to Sections 2.2-4357 through 2.2-4364 of the Code of Virginia to determine their remedies concerning this competitive process.

7.23 Debarment

By submitting a bid, the bidder is certifying that bidder is not currently debarred by the County, or in a procurement involving federal funds, by the Federal Government. A copy of the County's debarment procedure in accordance with Section 2.2-4321 of the Code of Virginia is available upon request.

7.24 Registering of Corporation

Any corporation, LLC, or LLP transacting business in Virginia shall secure a certificate of authority, as required by Section 13.1-757 of the Code of Virginia, from the State Corporation Commission (SCC), PO Box 1197, Richmond, VA. The SCC may be reached at (804) 371-9733 or at http://www.scc.virginia.gov/division/clk/diracc.htm. Certain isolated transactions or sales conducted through independent Contractors do not require registration. Bidders should consult the Code of Virginia Section 13.1-757 for more information.

7.25. Cooperative Procurement

As authorized in Section 2.2-4304 of the Code of Virginia, this procurement is being conducted on behalf of and may be used by public bodies, agencies, institutions and localities of the several states, territories of the United States, and the District of Columbia with the consent of the Contractor.

7.26 Acknowledgement of Contract

By submitting a bid, the bidder acknowledges that it understands and agrees to the Contract Terms and Conditions.

7.27 W-9 Form Required

Each bidder shall submit a completed W-9 form with their bid in the event of contract award. This information is required in order to issue purchase orders and payments to your firm. A copy of this form can be downloaded from http://www.irs.gov/pub/irs-pdf/fw9.pdf.

7.28 Insurance Coverage

Bidders shall include with their bid a copy of their current Certificate of Insurance that illustrates the current level of coverage the bidder carries. The Certificate can be a current file copy and does not need to include any "additional insured" language for the County.



Loudoun County, Virginia

Division of Procurement One Harrison Street, 4th Floor, MSC #41C Leesburg, Virginia 20175

8.0 CARPET CLEANING

THE FIRM OF:	
Address:	
FEIN	
NOTICE TO BIDDERS: The following required sent contract terms and conditions contained herein. Cost per Square Feet \$	vices shall be provided according to the
NOTE: Cost per Square Feet shall be us for any additional locations.	sed in the calculations per each location and
(Bidders price shall include all costs association of the costs association of the costs association of the costs associately all costs associately of the costs as a cost	ated with carpet cleaning services (Labor,
Location # 6216 Jackson & Hess Building	\$
Location # 6232 Surplus/Records	\$
Location #6040 Middleburg Library	\$
Location #6254 Sterling Park Subdivision	\$
Location #6023 Round Hill Substation	\$
Location #6118 Sugarland Run Substation	\$
Location #6039 Lovettsville Library	\$
Location #5099 General Services Warehouse	\$
Location #6304 14 Cardinal Park Drive	\$
Location #6098 Extension Office	\$

The following shall be returned with your bid. Failure to do so may be cause for rejection of bid as non-responsive. It is the responsibility of the bidder to ensure that it has received all addendums.

ITEM:		INCLUDED: (X)
1.	References (on County form)		
2.	Addendums, if any.	···	
3.	Payment Terms:		30 or Other
4.	F.O.B. Destination-Freight prepaid and in		
5.	Delivery WithinDay	s ARO	
6.	W-9 Form		
7.	Certificate of Insurance		
Persor	n to contact regarding this bid:		
Title <u>:</u>	Phone:	Fax:	
E-mail_			
Name	of person authorized to bind the Firm (7.8):	

By signing and submitting a bid, your firm acknowledges and agrees that it has read and understands the IFB documents and agrees to the Contract Terms and Conditions as contained herein.

References for:

Bidders shall provide references on this form. 1. Firm Name: Contact: Title: _____E-mail: _____ Mailing Address:____ Phone: ______Fax: _____ Type of Services Provided: 2. Firm Name: Contact: Title: _____ E-mail: _____ Mailing Address: Phone: ______Fax: ______ Type of Services Provided: 3. Firm Name: Contact: Title: _____ E-mail: _____ Mailing Address Phone Fax Type of Services Provided: Firm Name: 4. Contact: Title: _____E-mail: _____ Mailing Address:_____ Phone: _____Fax:

Type of Services Provided:

HOW DID YOU HEAR ABOUT THIS INVITATION FOR BID?

QQ-01376

Ple	ease t	take	the	time	to	mark	the	appro	priate	line	and	return	with	your	pro	posal	i.
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□ Associated Builders & contractors □ Bid Net □ Builder's Exchange of Virginia □ Email notification from Loudoun County □ Dodge Reports □ India This Week □ LS Caldwell & Associates □ Loudoun Co Small Business Development Center □ Loudoun Co Chamber of Commerce □ Other_	□ Loudoun Times Mirror □ Our Web Site □ NIGP □ The Plan Room □ Reed Construction Data □ Tempos Del Mundo □ Valley Construction News □ Virginia Business Opportunities □ VA Dept. of Minority Business Enterprises □ RAPID						
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Loudoun Co Chamber of Commerce	RAPID						
Other	DONOE CARD						
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QQ-01376 SERVICE RES Date of Serv	ice:						
How did	we do?						
Please let us know how we did in serving you. We acceptable level.	e'd like to know if we are serving you at an						
How would you rate the way your req	uest for this document was handled?						
Excellent Good Average Fair Poor							
Did you have contact with Procurement staff?							
How would you rate the manner in which you							
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Excellent Good A	Average 🗌 Fair 🗌 Poor 🗌						
COMMENTS:							
Thank you for y We can better assess our service to							
Your Name:							
Address:							
Phone:(day)	evening						

Please return completed form to: Patty Cogle • Procurement • PO Box 7000 • Leesburg, VA 20177

RIDER CLAUSE

Use of Contract by Members of the Northern Virginia Cooperative Purchasing Council and the Metropolitan Washington Council of Governments

RFP <u>Carpet Cleaning</u>

This clause is intended to allow a successful vendor to offer the goods and services of the bid to other member jurisdictions of the Northern Virginia Cooperative Purchasing Council and the Metropolitan Washington Council of Governments. If a mark is made in the **YES** column next to a member name, the pricing, terms and conditions of the final contract are offered to the appropriate member. The successful vendor may directly notify any member jurisdiction of the availability of the contract.

Offering to sell goods and services as a result of this solicitation to other member jurisdictions is voluntary on the bidder's part. A member jurisdiction's participation in the contract is voluntary, also. Any jurisdiction obligated to participate in the contract is indicated in the body of the solicitation and contract.

Each participating jurisdiction has the option of executing a separate contract with the awardee. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, may withdraw its extension of the award to that jurisdiction. The member jurisdiction(s) which awards the contract as a result of this solicitation is responsible for the award, etc. of its portion of the contract only. The issuing jurisdiction shall not be held liable

Each member jurisdiction which purchases as a result of this offer will be responsible for placing orders directly with the successful vendor, arranging all deliveries, reconciling discrepancies and invoices, and issuing payments.

Failure to offer the terms and conditions of the contract to any member will neither disqualify a bidder nor adversely affect the award of the contract.

BIDDER'S AUTHORIZATION FOR PARTICIPATION:

YES	JURISDICTION	YES	JURISDICTION		
	City of Alexandria, VA		Loudoun County Sanitation Authority		
	Alexandria Public Schools		City of Manassas, VA		
	Alexandria Sanitation Authority		City of Manassas Park, VA		
	Arlington County, VA	L	City of Manassas Public Schools		
	Arlington Public Schools		Maryland - National Capital Park & Planning		
	Charles County Public Schools		Commission		
	City of Bowie, MD		Metropolitan Washington Airports Authority		
	City of College Park, MD		Metropolitan Washington Council of Governments		
	Culpeper County, Virginia		Winchester, VA		
	District of Columbia		Montgomery College		
	District of Columbia Courts		Montgomery County, MD		
	District of Columbia Schools		Montgomery County Public Schools		
[District of Columbia Water & Sewer Auth		Northern Virginia Community College		
	City of Fairfax, VA		Northern Virginia Planning District Commission		
	Fairfax County, VA		Prince George's County, MD		
			Prince George's County Public Schools		
	Fairfax County Water Authority		Prince William County, VA		
	City of Falls Church, VA	Prince William County Public Schools			
	Fauquier County, VA		Prince William County Service Authority		
	Fauquier County Schools		Town of Purcellville, VA		
	City of Frederick, MD		City of Rockville, MD		
	Frederick County, MD		Spotsylvania County Schools		
	Frederick County Public Schools		Stafford County, VA		
	City of Gaithersburg, MD		Stafford County Public Schools		
	George Mason University		City of Takoma Park, MD		
	City of Greenbelt, MD		Upper Occoquan Sewage Authority		
	Town of Herndon, VA		Town of Vienna, VA		
	Town of Leesburg, VA		Washington Metropolitan Area Transit Authority		
	Loudoun County Public Schools		Washington Suburban Sanitary Commission		
			Winchester Public Schools		
BIDD	ER SIGNATURE		DATE		

This form must be completed and returned with bid.
Revised 6/2006

ATTACHMENT #1

		SQUARE
LOCATION	DESCRIPTION	FOOTAGE
6216	Jackson & Hess Buildings	4384
= -	209 & 211 Gibson Street	
	Leesburg, VA 20176	12
6232	Surplus/ Records	1533
	14 Cardinal Park Drive	
	Leesburg, VA	
6040	Middleburg Library	3184
0040	101 Reed Street	3104
	Middleburg, VA	10
6254	Sterling Park Substation	Less than
	408 S. Sterling Blvd.	800 SF
-	Sterling VA	
6023	Round Hill Substation	Less than
	23 Main Street	800 SF
	Round Hil, VA	
6118	Sugarland Run Substation	Less than
	81 Sugarland Run	1000 SF
	Sterling, VA 20164	
6039	Lovettsville Library	1417
0000	12 N. Light Street	1117
	Lovettsville, VA 20180	
5099	General Services Warehouse	1200
	1002 Sycolin Road	
	Leesburg, VA	
6304	14 Cardinal Park Drive	1600 APX
	Suite 102	200071171
	(this is not staffed yet)	

6288	21641 Ridgetop Circle	29140
	Sterling, VA	
	(3 separate depts.)	
6098	Extension Office (?)	4794
Ä	30 Catoctin Circle SE	